

1 BILL NO. S-82-02-18

2 SPECIAL ORDINANCE NO. S-48-820

3 AN ORDINANCE approving a contract for  
4 Resolution Number 5923, between the City  
5 of Fort Wayne, Indiana and Hipskind  
Concrete Corp., for the construction of  
curbs and sidewalks on Cortland St.

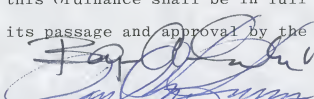
6 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF  
7 FORT WAYNE, INDIANA:

8 SECTION 1. That a certain contract, dated February 10,  
9 1982, between the City of Fort Wayne, Indiana, by and through its  
10 Mayor and the Board of Public Works, and Hipskind Concrete Corp.,  
11 for:

12 the construction of curbs and sidewalks  
13 where needed on Cortland St., east and  
14 west sides from Putnam on the north to  
15 the alley on the south; and Short Street,  
east and west sides between Putnam and  
Huffman and Spring and Fifth,

16 under Board of Public Works Northwest Central, Phase V-B, Resolu-  
17 tion 5923-81, at a total cost of \$26,761.25, all as more particul-  
18 arly set forth in said contract which is on file in the office of  
19 the Board of Public Works and is by reference incorporated herein  
20 and made a part hereof, be and the same is in all things ratified,  
21 confirmed and approved.

22 SECTION 2. That this Ordinance shall be in full force  
23 and effect from and after its passage and approval by the Mayor.

24   
25 \_\_\_\_\_  
COUNCILMAN

26 APPROVED AS TO FORM AND  
27 LEGALITY FEBRUARY 19, 1982

28   
29 \_\_\_\_\_  
30 BRUCE O. BOXBERGER, CITY ATTORNEY  
31  
32

Read the first time in full and on motion by Eisbart, seconded by Stor, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on 2-23-82, the 23 day of February, 1982, at 10 o'clock A.M., E.S.T.

DATE: 2-23-82

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Read the third time in full and on motion by Eisbart, seconded by Stor, and duly adopted, placed on its passage. PASSED (~~lost~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>8</u>	<u>0</u>	<u>      </u>	<u>1</u>	<u>      </u>
BRADBURY	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
BURNS	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
EISBART	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
GIAQUINTA	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
NUCKOLS	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
SCHMIDT	<u>a</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
SCHOMBURG	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
STIER	<u>a</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
TALARICO	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>

DATE: 3-5-82

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL)

(APPROPRIATION) ORDINANCE

(RESOLUTION) NO. 1-48-82

on the 5th day of March, 1982.

ATTEST:

(SEAL)

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Samuel J. Talarico  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of March, 1982, at the hour of 11:30 o'clock A.M., E.S.T.

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 17th day of March, 1982, at the hour of 4 o'clock P.M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR. - MAYOR

*Filed  
March  
9*

BILL NO. S-82-02-18

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON Public Works TO WHOM WAS REFERRED AN  
ORDINANCE approving a contract for Resolution Number 5923, between  
the City of Fort Wayne, Indiana and Hipskind Concrete Corp.. for  
the construction of curbs and sidewalks on Cortland St.

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

JOHN NUCKOLS - CHAIRMAN

BEN A. EISBART - VICE CHAIRMAN

JAMES S. STIER

MARK E. GiaQUINTA

DONALD J. SCHMIDT

*Samuel J. Talarico*  
*John*  
*Mark E. GiaQuinta*  
*D. Schmidt*

*3-9-82*  
CONCURRED IN  
DATE            CHARLES W. WESTERMAN, CITY CLERK

A copy of General Ordinance No. G-34-78 (as amended), concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

RECEIVED BY THE CITY OF FORT WAYNE, INDIANA  
JUN 11 1981  
The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5923-81, the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before June 30, 1981 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date \_\_\_\_\_, 19\_\_\_\_ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this \_\_\_\_\_

day of \_\_\_\_\_, 19\_\_\_\_

ATTEST:

Janice M. Hipskind  
Corporate Secretary

HIPSKIND CONCRETE CORPORATION  
BY: Robert D. Hipskind  
TTS: Pres  
Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Robert A. Anderson  
Betty L. Collins

ATTEST:

Sandra E. Kennedy  
Secretary and Clerk

Its Board of Public Works and Mayor.

Richard E. Mueller  
ASSOCIATE CITY ATTORNEY

# Improvement Resolution

FOR CURB AND SIDEWALK

No. 5923 - 1981

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,  
That it is deemed necessary to improve by constructing curbs and sidewalks where needed as

follows: (1) Cortland St. - East & West sides from Putnam on the north

to alley on the south;

(2) Short Street - East & West sides between Putnam and Huffman

and Spring and Fifth

known as NORTHWEST CENTRAL, PHASE V-B.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of  
Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder  
will be to the general public of the City of Fort Wayne and that no special benefits  
will accrue to any property owner adjoining said improvement or otherwise assessable  
under said improvement. The cost of said improvement shall be paid by Community De-  
velopment & Planning Department.

Adopted, this \_\_\_\_\_ day of \_\_\_\_\_

ATTEST:

Secretary & Clerk

BOARD OF PUBLIC WORKS:


PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we HIPSKIND CONCRETE CORPORATION  
as Principal, and the \_\_\_\_\_  
\_\_\_\_\_, a corporation organized under the laws of the  
State of \_\_\_\_\_, and duly authorized to transact business in the  
State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne,  
Indiana, an Indiana Municipal Corporation in the sum of TWENTY -SIX THOUSAND,  
SEVEN HUNDRED AND SIXTY-TWO DOLLARS AND TWENTY-FIVE CENTS  
(\$ 26,762.25), for the payment whereof well and truly to be made,  
the Principal and Surety bind themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents. The  
condition of the above obligation is such that

WHEREAS, the Principal did on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
enter into a contract with the City of Fort Wayne to construct

Resolution No. 5923-81

To improve by constructing curbs and sidewalks where needed as follows:

- (1) CORTLAND STREET - East and west sides from Putnam on the north to alley  
on the south.
- (2) SHORT STREET - East and west sides between Putnam and Huffman and  
Spring and Fifth.

at a cost of \$ 26,762.25, according to certain plans and specifications  
prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement  
provides:

1. That said improvement shall be completed according to said plans and  
specifications, and contractor shall warrant and guarantee all work, mater-  
ial, and conditions of the improvement for a period of three (3) years from  
the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after comple-  
tion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifica-  
tions, and repairs as required by the City within thirty (30) days after  
notice.



WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

HIPSKIND CONCRETE CORPORATION

(Contractor)

BY: James D. Hipkind

ITS: Pres.

ATTEST:

\_\_\_\_\_  
(Title)

TRINITY UNIVERSAL INSURANCE COMPANY

Surety

\*BY: Tennet Allen  
Authorized Agent  
(Attorney-in-fact)

\*If signed by an agent, power of attorney must be attached

ATTACH POWER OF ATTORNEY





Dallas, Texas 75201

# POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That TRINITY UNIVERSAL INSURANCE COMPANY and SECURITY NATIONAL INSURANCE COMPANY, each a Texas Corporation and TRINITY UNIVERSAL INSURANCE COMPANY OF KANSAS, INC., a Kansas Corporation do hereby appoint

**TERRENCE J. WARD - FORT WAYNE, INDIANA**

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

EXCEPT NO AUTHORITY IS GRANTED FOR:

1. Open Penalty bonds.

2. Bonds where Attorney(s)-in-Fact appear as a party at interest.

IN WITNESS WHEREOF, TRINITY UNIVERSAL INSURANCE COMPANY, SECURITY NATIONAL INSURANCE COMPANY and TRINITY UNIVERSAL INSURANCE COMPANY OF KANSAS, INC., have each executed and attested these presents

this 3rd day of JUNE, 19 77.

*Judy Fagan*  
JUDY FAGAN, ASST. SECRETARY

*A. J. Tyler*  
A. J. TYLER, PRESIDENT

## AUTHORITY FOR POWER OF ATTORNEY

That TRINITY UNIVERSAL INSURANCE COMPANY and SECURITY NATIONAL INSURANCE COMPANY, each a Texas Corporation and TRINITY UNIVERSAL INSURANCE COMPANY OF KANSAS, INC., a Kansas Corporation, in pursuance of authority granted by that certain resolution adopted by their respective Board of Directors on the 1st day of March, 1976 and of which the following is a true, full, and complete copy:

"RESOLVED, That the President, any Vice-President, or any Secretary of each of these Companies be and they are hereby authorized and empowered to make, execute, and deliver in behalf of these Companies unto such person or persons residing within the United States of America, as they may select, its Power of Attorney constituting and appointing each such person its Attorney-in-Fact, with full power and authority to make, execute and deliver, for it, in its name and in its behalf, as surety, any particular bond or undertaking that may be required in the specified territory, under such limitations and restrictions, both as to nature of such bonds or undertakings and as to limits of liability to be undertaken by these Companies, as sold Officers may deem proper, the nature of such bonds or undertakings and the limits of liability to which such Powers of Attorney may be restricted, to be in each instance specified in such Power of Attorney.

RESOLVED, That any and all Attorneys-in-Fact and Officers of the Companies, including Assistant Secretaries, whether or not the Secretary is absent, be and are hereby authorized and empowered to certify or verify copies of the By-Laws of these Companies as well as any resolution of the Directors, having to do with the execution of bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, or with regard to the powers of any of the officers of these Companies or of Attorneys-in-Fact.

RESOLVED, That the signature of any of the persons described in the foregoing resolution may be facsimile signatures as fixed or reproduced by any form of typing, printing, stamping or other reproduction of the names of the persons hereinabove authorized."

## CERTIFICATION OF POWER ATTORNEY

I, Judy Fagan, Asst. Secretary of TRINITY UNIVERSAL INSURANCE COMPANY, SECURITY NATIONAL INSURANCE COMPANY and TRINITY UNIVERSAL INSURANCE COMPANY OF KANSAS, INC. do hereby certify that the foregoing Resolution of the Boards of Directors of these Corporations, and the Power Attorney issued pursuant thereto, are true and correct and are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each Corporation

this 10 day of November, 19 81.



*Judy Fagan*  
JUDY FAGAN, ASST. SECRETARY

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

-----HIPSKIND CONCRETE CORPORATION -----  
(Name of Contractor)

-----5502 MASON DR., FORT WAYNE, INDIANA 46809 -----  
(Address)

a \_\_\_\_\_, hereinafter called Principal,  
(Corporation, Partnership or Individual)

and \_\_\_\_\_  
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of TWENTY-SIX THOUSAND, SEVEN HUNDRED AND SIXTY-TWO DOLLARS AND TWENTY-FIVE CENTS

for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, for the construction of:

at a cost of TWENTY-SIX THOUSAND, SEVEN HUNDRED AND SIXTY-TWO DOLLARS AND TWENTY-FIVE CENTS

(\$ 26,762.25 ), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counter-  
parts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 1981.

(SEAL)

ATTEST:

Janice M. Lipskind  
(Principal) Secretary

Henry R. Asltm  
Witness as to Principal

\_\_\_\_\_  
(Address)

Deborah K. Jenkins  
Witness as to Surety

\_\_\_\_\_  
(Address)

HIPSKIND CONCRETE CORPORATION

Principal

BY David D. Hipkind

Pres  
(Title)

\_\_\_\_\_  
(Address)

TRINITY UNIVERSAL INSURANCE COMPANY

Surety

BY Terence J. Wald  
Attorney-in-Fact  
(Authorized Agent)

\_\_\_\_\_  
(Address)

NOTE: Date of Bond must not be prior to date of Contract.  
If Contractor is Partnership, all partners should execute bond.

ATTACH POWER OF ATTORNEY



Dallas, Texas 75201

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That TRINITY UNIVERSAL INSURANCE COMPANY and SECURITY NATIONAL INSURANCE COMPANY, each a Texas Corporation and TRINITY UNIVERSAL INSURANCE COMPANY OF KANSAS, INC., a Kansas Corporation do hereby appoint

**TERRENCE J. WARD - FORT WAYNE, INDIANA**

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

EXCEPT NO AUTHORITY IS GRANTED FOR:

1. Open Penalty bonds.
2. Bonds where Attorney(s)-in-Fact appear as a party of interest.

IN WITNESS WHEREOF, TRINITY UNIVERSAL INSURANCE COMPANY, SECURITY NATIONAL INSURANCE COMPANY and TRINITY UNIVERSAL INSURANCE COMPANY OF KANSAS, INC., have each executed and attested these presents

this 3rd day of JUNE, 19 77.

  
JUDY FAGAN, ASST. SECRETARY

  
A. J. TYLER, PRESIDENT

## AUTHORITY FOR POWER OF ATTORNEY

That TRINITY UNIVERSAL INSURANCE COMPANY and SECURITY NATIONAL INSURANCE COMPANY, each a Texas Corporation and TRINITY UNIVERSAL INSURANCE COMPANY OF KANSAS, INC., a Kansas Corporation, in pursuance of authority granted by that certain resolution adopted by their respective Board of Directors on the 1st day of March, 1976 and of which the following is a true, full, and complete copy:

"RESOLVED, That the President, any Vice-President, or any Secretary of each of these Companies be and they are hereby authorized and empowered to make, execute, and deliver in behalf of these Companies unto such person or persons residing within the United States of America, as they may select, its Power of Attorney constituting and appointing each such person its Attorney-in-Fact, with full power and authority to make, execute and deliver, for it, in its name and in its behalf, as surety, any particular bond or undertaking that may be required in the specified territory, under such limitations and restrictions, both as to nature of such bonds or undertaking and as to limits of liability to be undertaken by these Companies, as said Officers may deem proper, the nature of such bonds or undertakings and the limits of liability to which such Powers of Attorney may be restricted, to be in each instance specified in such Power of Attorney.

RESOLVED, That any and all Attorneys-in-Fact and Officers of the Companies, including Assistant Secretaries, whether or not the Secretary is absent, be and are hereby authorized and empowered to certify or verify copies of the By-Laws of these Companies as well as any resolution of the Directors, having to do with the execution of bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, or with regard to the powers of any of the officers of these Companies or of Attorneys-in-Fact.

RESOLVED, That the signature of any of the persons described in the foregoing resolution may be facsimile signatures as fixed or reproduced by any form of typing, printing, stamping or other reproduction of the names of the persons hereinabove authorized."

## CERTIFICATION OF POWER ATTORNEY

I, Judy Fagan, Asst. Secretary of TRINITY UNIVERSAL INSURANCE COMPANY, SECURITY NATIONAL INSURANCE COMPANY and TRINITY UNIVERSAL INSURANCE COMPANY OF KANSAS, INC. do hereby certify that the foregoing Resolution of the Boards of Directors of these Corporations, and the Power Attorney issued pursuant thereto, are true and correct and are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each Corporation

this 10 day of November, 19 81.



  
JUDY FAGAN, ASST. SECRETARY

5-2-82  
TITLE OF ORDINANCE Northwest Central, Phase V-B, Resolution 5923-81  
DEPARTMENT REQUESTING ORDINANCE Board of Public Works 82-02-18

SYNOPSIS OF ORDINANCE Construction of curbs and sidewalks where needed on Cortland St.  
east and west sides from Putnam on the north to alley on the south; and Short Street  
east and west sides between Putnam and Huffman and Spring and Fifth. Contract awarded  
to Hipskind Concrete Corp.

EFFECT OF PASSAGE Improvement of curbs and sidewalks in Northwest Central, Phase V-B

EFFECT OF NON-PASSAGE Improvements cannot be completed.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$26,761.25 to be paid by  
Community Development & Planning Department.

ASSIGNED TO COMMITTEE